

**FORM OF AGREEMENT FOR LANEWAY SNOW REMOVAL
COMPLETED BY THE R.M. OF MERVIN No. 499**

THIS AGREEMENT made this.....day of....., 20.....

BETWEEN: Rural Municipality of Mervin No. 499
Box 130, Turtleford, SK S0M 2Y0
(Herein after called the Municipality)

AND:
(Name)

.....
(Hereinafter called the Property Owner)

BOTH parties to this agreement agree as follows:

1. The property owner authorizes the municipality to remove snow from their private laneway for the 2020-2021 winter season at the following land location described as follows:

LAND LOCATION:.....

2. The property owner hereby gives permission to the municipality to enter said described property, to remove snow from their laneway at the sole discretion of the grader operator and agrees to indemnify and save harmless the Municipality against all loss, costs, charges and damages which may occur as a result of the above operations provided for by the Municipality. Furthermore, the Municipality shall have the right to refuse to snowplow any private laneway that in the opinion of the snowplow operator is hazardous or difficult to snowplow. Example: laneway too narrow, where trees have overgrown, or obstacles in the way etc.
3. The property owner hereby acknowledges and agrees that **municipal roads are a priority and that driveways will be done only when time permits.** Furthermore, the property owner acknowledges that on occasion, due to unforeseen circumstances, that their laneway may not be plowed by the Municipality and that they may be required to make alternative arrangements to have their laneway plowed.
4. The property owner agrees to pay the Municipality for all invoices received with respect to snow removal of DRIVEWAYS ONLY and further agrees to pay a ½ hour minimum (\$55 plus applicable taxes) based on the current custom rate set by Council. If you require **additional** custom work of snow removal, a separate charge based on the current rate will apply. *The property owner also acknowledges that any amount over 30 days overdue will be charged a 2% penalty per month and any amount outstanding for custom work as of December 31st will be added to the above legal land location as outstanding taxes.*

.....
Municipal Representative Signature

.....
Property Owner Signature